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5 IN THE UNITED STATES DISTRICT COURT  
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
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8 IN RE: TFT-LCD (FLAT PANEL) ANTITRUST  
9 LITIGATION

No. M 07-1827 SI

MDL No. 1827

10 This Order Relates to:

**ORDER DENYING ALIOTO'S MOTION  
FOR ATTORNEY'S FEES**

11 All Indirect-Purchaser Plaintiff Class  
12 Actions  
13

14 Currently before the Court is Joseph M. Alioto's Motion for Attorney's Fees under California  
15 Civil Code § 1717, Docket No. 7840. Pursuant to Civil Local Rule 7-1(b), the Court finds this matter  
16 suitable for disposition without oral argument and therefore VACATES the hearing currently scheduled  
17 for June 14, 2013. Having considered the moving papers, and for good cause appearing, the Court  
18 hereby DENIES Alioto's motion for attorney's fees. Docket No. 7840.  
19

20 **BACKGROUND**

21 On March 22, 2013, LFG National Capital LLC ("LFG") filed a motion, Docket No. 7671,  
22 asserting a security interest in Alioto's projected fee award from the Indirect Purchaser Plaintiff  
23 Settlements the *In re TFT-LCD Antitrust Litigation*, Case No. 3:07-md-01827-SI. The asserted security  
24 interest was premised on a 2005 Term Loan and Security Agreement between LFG and Alioto. Alioto  
25 responded to the motion with an opposition, an amended opposition and ultimately a sur-reply brief.  
26 Docket Nos. 7701, 7713 and 7748. On April 25, 2013, the Court dismissed LFG's motion as premature,  
27 concluding that the dispute could not be adjudicated as it had been presented to the Court. The Court  
28 ordered that it would either proceed in accordance with Rule 69 if LFG were to "reduce its alleged lien

1 to judgment in some appropriate judicial forum,” or would entertain a motion to intervene by LFG.

2 Alioto now seeks attorney’s fees for his efforts in opposing LFG’s motion. He bases his motion  
3 on a clause in the 2005 loan agreement between LFG and Alioto that provides for attorney’s fees in  
4 certain circumstances.

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6 **DISCUSSION**

7 Alioto requests \$49,062.50 in attorney’s fees for opposing LFG’s motion. He asserts that the  
8 Court held that “LFG cannot be deemed to be a secured creditor and therefore has no interest in the  
9 fees.” Motion at 2. He also asserts “LFG’s attempt to obtain an order from the court to turn over the  
10 fees . . . arising out of . . . [Alioto’s] representation as co-lead counsel has now been brought to a total  
11 and complete end in this court.” *Id.* Accordingly, he concludes, he is entitled to attorney’s fees for his  
12 efforts in achieving these results.

13 Alioto’s arguments mischaracterize this Court’s order. The Court did not hold that LFG “has  
14 no interest in the fees,” as Alioto suggests, but rather held that “LFG’s security interest is vigorously  
15 disputed and cannot, at this stage, be deemed as a ‘valid and enforceable lien,’ as characterized by LFG  
16 for the purposes of this motion.” Docket No. 7781. The Court specifically recognized that LFG had  
17 alternatives available to it that might permit the Court to enforce a judgment lien or to adjudicate this  
18 dispute. Subsequently, LFG filed an action in this Court, *see LFG National Capital, LLC v. Alioto, et*  
19 *al.*, No. C 13-01930, which has been related to this MDL. *See* Docket No. 7914. Thus this dispute has  
20 not “been brought to a total and complete end in this court.”

21 Accordingly, the Court DENIES Alioto’s motion for attorney’s fees. Docket No. 7840.

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23 **IT IS SO ORDERED.**

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25 Dated: May 15, 2013



26 SUSAN ILLSTON  
27 United States District Judge  
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